



CHAOS SOFTWARE TERMS OF SERVICE

IMPORTANT. Please read these Terms carefully before You start using Services. You should keep a copy of these Terms for Your records.

These Terms of Service ("Terms") are a legal agreement between 1) ENSCAPE, INC., a company organized under the laws of the USA, with office address at 80 Pine Street, Floor 24, New York, NY 10005-1732, email: contracts@chaos.com, IF YOU ARE LOCATED IN THE UNITED STATES OF AMERICA, or 2) ENSCAPE GmbH, a company organized under the laws of Germany, with office address at An der Raumfabrik 33b, 76227 Karlsruhe, Germany, email: contracts@chaos.com, IF YOU ARE LOCATED OUTSIDE THE UNITED STATES OF AMERICA (in either case hereinafter referred to as "Chaos"), acting on its own behalf or on behalf of an authorized by Chaos reseller, and You. You agree to these Terms on behalf of the company or other legal entity for which you are acting (for example, as an employee or contractor) ("Company") or, if there is no company or legal entity, on behalf of yourself as an individual (in either case, "You"). You represent and warrant that You have the right, authority and capacity to act on behalf of and bind such entity (if any) and yourself. If you do not have the right, authority or capacity to legally bind You to these Terms, You do not have the right to access or use the Services.

Any and all access and/or use of the Services, as defined hereunder, by You will be governed by these Terms. By accepting these Terms during Your account registration or subscription process, or by using Your existing account after the implementation of the Terms, or by accessing or using the Services, You confirm Your acceptance of these Terms and Your agreement to be a party to this binding contract. If You do not agree to these Terms, You do not have the right to access or use the Services. If You do not agree to all of the terms and conditions of these Terms, You should not select the "I Agree" button or box (or other mechanism designed to acknowledge agreement) indicating that You have read and agree

to these Terms and You are not permitted to access or use the Service. Nevertheless, any unauthorized use or access by You still constitutes agreement and consent to these Terms.

DEFINITIONS.

The clause headings are included for convenience only, have no legal effect and shall be ignored when construing these Terms. Capitalized terms are defined in these Terms, or elsewhere in the other applicable terms and conditions accepted hereby by reference.

Unless otherwise stated, references to clauses or schedules are references to the clauses or schedules of these Terms, references to these Terms include its schedules and references to paragraphs within a schedule are references to the paragraphs of that schedule.

Words importing the singular include the plural, and the opposite applies, and words importing any gender include the other genders.

References to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, associations, organizations, governments, governmental agencies and departments, states, foundations and trusts (in each case whether or not having separate legal personality) and corresponding or similar entities in any relevant jurisdiction.

Reference to any statute includes a reference to any subordinate legislation and to any amendments, consolidation, extension or re-enactment of that statute or subordinate legislation.

The use of the words "including" or "include" shall not limit the general applicability of any preceding words.

1. "Additional Agreement" means an agreement (1) for an Other Chaos Product (if any) or (2) that You and Chaos otherwise agree in writing constitutes an Additional Agreement and includes certain terms and conditions for access or use of the Service or Software. Additional Agreements include, without limitation, the EULA, SLA, Subscription Terms and Membership Terms as applicable.
2. "API" means the standard applications programming interface information generally provided by Chaos to users of the Offering that specifies the requirements for

interfacing to the Service or Software included in such Offering. API does not include any implementation of such interface information, any Materials or Software.

3. "Beta" or "Trial": Offerings identified as "Beta", "Labs" or "Pre-Release" or made available as "free" or "trial" in other testing mode, or without requirement of payment for an Other Chaos Product ("Free Services", in the meaning of Services provided without obligation for payment or any additional consideration, other than receiving Feedback, or other valuable consideration which tangible value may not be easy to estimate), may be subject to additional terms and conditions that appear in connection with Your use of the Free Services and are incorporated into these Terms by reference. Beta or Trial specific terms and conditions include, without limitation, that when You are offered Beta or Trial Offering/ Service:
 - You are entitled to participation based on Your commitment to participate and test the Beta or Trial Offering/ Service, where lack of sufficient participation is a good and sufficient cause for Chaos to remove You from the Beta or Trial service;
 - You are entitled to a single account only, whilst Chaos at its discretion may renew Your account upon expiration and/or enable additional account(s) of Your;
 - Generally, You may use Offering/ Service solely for Your internal, non-productive business purposes, and solely: (a) to evaluate the technical and commercial viability of the Offering/ Service; (b) to evaluate the reliability and functionality of the Offering/ Service in a working environment; (c) to determine whether the features of The Offering/ Service perform as designed and are useful; (d) to determine whether the Offering/ Service will work for its intended purpose; and (e) to create and provide to Chaos voluntary suggestions and technical Feedback regarding the Offering/ Service, including suggestions regarding viability and functionality of the Offering/ Service. If You submit Feedback or suggestions about the Offering/ Service, Chaos may use Your Feedback or suggestions without obligation to You;
 - Parties acknowledge and agree that either party hereto (the „Disclosing Party“) may disclose to the other party (the „Recipient“) certain business and/or technical information of a confidential and proprietary nature. „Confidential Information" means any proprietary information, trade secret or other non-public information that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to hereunder. Confidential information may be used only internally and only in conjunction with and for Recipient's own authorized internal use. Recipient shall maintain the confidentiality of the Disclosing party's Confidential Information and may not disclose, distribute or otherwise provide it to third parties, except in cases

where such information is required by applicable law or court order and a prompt advance notice to Disclosing party has been sent to enable the latter to seek a protective order or otherwise prevent such disclosure.

4. 3a. **Educational** or **Academic** is an Offering limited to Your educational purposes only. Whenever You are provided an Educational, also referred to as Academic, Offering, You acknowledge, understand, recognize and agree that it is an Offering limited to Your educational purposes, and is only available for licensees that are academic or educational institutions or individuals that are students or educators. Academic or educational institutions are defined as those dedicated to education, including public and private universities, colleges, junior colleges, elementary, middle, high schools, and technical schools which are accredited by a state or other appropriate governmental agency or organization. Student/ educator is a person who can confirm enrolment/ employment at a degree-granting educational institution. The Company may decide not to charge a full license fee and this, plus additional relevant terms and conditions, will be clearly indicated in the relevant Offering section.
5. "Chaos Parties" means Chaos and its affiliates, agents and suppliers and each of their respective officers, directors and employees.
6. "Claim" means any claim, suit or proceeding arising out of or in connection with: (1) Your Content/ Result or use of Your Content/ Result, including, without limitation, any assertion that Your Content/ Result or the use thereof may infringe any copyright, trademark, or other intellectual property or other rights of any individual or entity, or are a misappropriation of any individual or entity's trade secret, or contain any libelous, defamatory, disparaging, pornographic, or obscene materials or use thereof caused death or bodily injury or damage to the real or tangible property of any third party; (2) any breach of or failure by You or Your Users to comply with applicable laws, these Terms or any Policies or Additional Agreements; or (3) use of the Offering by You (or anyone who accesses the Service through You).
7. "Client Software" - access to the Service may require use of one or more Software programs (such as upload tools, etc.) that are made available for download by Chaos and are designed to be installed and used on a Computer, as a free or paid program as may be instructed from time time by Chaos, for the purposes of enabling use of the Service.
8. "Computer" means (1) a single electronic device, with one or more central processing units (CPUs), that accepts information in digital or similar form and manipulates the information for a specific result based on a sequence of instructions, or (2) a software implementation of such a device (or so-called virtual machine, if specifically allowed for use with regard to Software and/or Offering by Chaos); or (3) a mobile device designed for processing digital or similar information.

9. "Content" means, collectively, (a) any files, designs, models, data sets, images, documents or similar material submitted or uploaded to the Service by You ; (b) any software application, plug-in and other computer program or similar material (including any modules and components, functions and features of a computer program) developed by You using the API and/or Materials.
10. "Documentation" means any technical requirements and end-user documentation for the Service made available to You by Chaos.
11. "Effective Date" means the date You first agree to these Terms and these Terms, and/or any of their further amendments, become effective on.
12. "Entitlements" means Your entitlement(s) to use the Service (such as maximum capacity, transactions, output, hours or other measurements of use, term or duration and any other entitlements specific to such Service) as determined by the Other Chaos Product, stand-alone Service or type or level of Subscription or Membership You subscribed to or licensed. Entitlements also include any other information about entitlements to access and use the Service which are set forth on the Entitlement Site and Portal (including, without limitation, the description of the Service, Documentation and minimum technical requirements for the Service).
13. "Entitlement Site" means a website owned or operated by or for Chaos through which You can view Your specific Entitlements. For some Services, access to the Entitlement Site may be through functionality within Your Other Chaos Product or Service.
14. "EULA" means the end user license agreement(s) provided or referenced by Chaos in connection with the Other Chaos Product to which the use of Software is subject to.
15. "Feedback" means any suggestions, feedback, improvement requests or other recommendations You or Your Users provide, relating to the Services, Content and/or Result.
16. "Materials" means SDKs (software development kits) and other toolkits, libraries, scripts, reference or sample code, and similar developer materials included in the Offering.
17. "Metered Access Service" shall mean making the Services available to end-users such as You and Users for on-demand metered use under these Terms. You may not exceed the thresholds and limit of on-demand metered use acquired, if any.
18. "Metrics" means information about You and Your use of the Offering (which may include storage space used, features of the Service used, metadata, index and similar information about the content stored, processed or accessed using the Offering and similar information). Metrics also includes information about You and Your users that You provide in connection with Your use of the Offering, including Personal Information (the collection, storage and use of which will be subject to the Privacy Policy). Metrics may be used predominantly for measuring Your use of Services by way of Metered Access Service.

19. "Membership" means a membership or subscription that You purchased that entitles You (in addition to other benefits) to access and use the Service.
20. "Membership Terms" means the terms for a Membership that may be set forth by Chaos, as they may be modified from time-to-time by Chaos in accordance with its terms.
21. "Offering" means the Service and any and all content, sample data sets, sample models or other sample content, information, data or materials provided by Chaos hereunder or viewed or generated in connection with the Service (including, without limitation, any output, Results, recommendations or projections based upon Your Content or otherwise) or any related subject matter.
22. "Order Form" means a form completed by or on behalf of You and submitted to Chaos (or by a reseller or distributor authorized by Chaos), directly or indirectly, in connection with Your order for the Service or an Other Chaos Product.
23. "Other Chaos Product" means any additional Chaos Product that You acquired, licensed, joined or subscribed to which entitles You to access and use the Offering. An Other Chaos Product may be (1) a stand-alone product or service, (2) a Subscription, (3) a suite of products and/or services; or (4) a Membership.
24. "Personal Data" or "Personal Information" has the meaning set forth in Chaos Privacy Policy and/or governing laws.
25. "Policies" mean any and all other terms and conditions which may be incorporated into these Terms by reference.
26. "Portal" means the website(s) owned or operated by or for Chaos that is associated with the Service.
27. "Privacy Policy" means Chaos's [Privacy Policy](#) as currently available at Portal, as it may be modified from time to time in Chaos's sole discretion.
28. "Result" means Your specific output generated from the Service, if any, based on Your own Content, i.e. raw input data or information.
29. "Service" means a web-, or cloud-based, free or paid, service requiring a connection to the Internet and that Chaos makes available through an Other Chaos Product or the Portal.
30. "SLA" means any service level agreement that Chaos may make available to You in connection with the Service. Generally available service level agreements, if any, will be posted on Portal or any successor or supplemental web page of Chaos, as they may be modified from time to time.
31. "Software" means any computer program or similar material, including any modules and components, functions and features of a computer program, made available by or for Chaos for use as part of the Service (whether by download or as a hosted solution).

32. "Special Terms and Conditions" means any additional specific terms and conditions for access and use of a particular Service which may be set forth by Chaos at a location where a user may order or register for, or that is displayed in connection with ordering or registering for, such Services (e.g., a web page) or, if there are no such terms, at any web page of Chaos, as they may be modified by Chaos from time-to-time in its discretion.
33. "Subscription" means a subscription, if available, that You purchased to a Chaos product that entitles You (in addition to other benefits) to access and use the Service.
34. "Subscription Terms" means the terms and conditions applicable to a Subscription set forth by Chaos, as they may be modified from time-to-time by Chaos in accordance with its terms.
35. "Terms" means, collectively, these Service Terms and the Special Services Terms, Entitlements and Policies, and other terms and conditions referred to hereunder.
36. "Third Party Materials" means any files, content, designs, models, data sets, project information, materials, documents, computer programs or similar material (including, without limitation, any modules and components, functions and features of a computer program), media, audio, images, names, email addresses, comments, notes, links and other content, data, information, applications and services made available to You by any third party through or in connection with a Service or any website owned or operated by or for Chaos.
37. "Users" or "Your Users" cumulatively, upon Chaos' discretion: a) means Your individual employees and Your consultants, contractors, agents and others b) with whom you conduct business, including but not limited to, for the internal purposes of Your enterprise, c) for whom You have purchased Subscriptions to a Service, and/or d) who access, and/or use the Service for Your benefit or as part of Your project, and/or for their own benefit based on Your assignment. Unless Chaos instructs to the contrary, Services can be used for internal purposes of Your enterprise and for Your own benefit only as part of Your project.

1. SUBJECT MATTER

1.1. Subject to Your compliance at all times with these Terms, Chaos will provide You the Services, and You may access and use the Service, and You may permit the Service to be accessed and used by Your Users, provided all such access and use is solely for Your internal enterprise business purposes and is in the form made accessible and/or provided by Chaos.

1.2. These Terms supplement any other agreements You may have with Chaos, including Additional Agreements and Policies. These Terms apply to various Chaos services. Any

specific terms or entitlements that apply to a particular service may be set out in Special Terms and Conditions of Service, the terms of which are incorporated here and are part of the Terms applicable to the Service.

1.3. All payments and fees, if any, for the Services are subject to the applicable terms and conditions governing payments between You and Chaos and/or a third party payment provider, authorized reseller and/or merchant.

2. RESTRICTIONS AND LIMITATIONS

2.1. This is an *intuito personae* contract for Service that is personal to You, and You may not personally, nor You may permit any third party to:

(1) distribute, rent, loan, lease, sell, resell, sublicense, or otherwise transfer all or any portion of the Offering, your rights with respect to the Service or Your Entitlements or any part of these Terms, to any other person or legal entity;

(2) remove, alter, or obscure any copyright, trademark, confidentiality or other proprietary notices, labels, or marks from or on the Offering or modify, translate, adapt, arrange, or create derivative works based on the Offering, except as permitted in the Entitlements or Special Terms and Conditions;

(3) decompile, disassemble or otherwise reverse engineer the Offering, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Offering;

(4) use the Offering as a render-farm, service bureau or enable use or access of the Offering other than by Users;

(5) use the Offering in excess of, or in any manner inconsistent with, Your Entitlements or in violation of a law or regulation;

(6) interfere with or disrupt the Service, or servers or networks connected to any website through which the Service is provided;

(7) use the Offering as storage for remote loading or as a door or signpost to another home page, whether inside or beyond the site through which the Services are provided;

(8) use the Offering to perform any stress, vulnerability, penetration, availability, or performance testing on, or otherwise attempt to access in a manner not expressly permitted by Chaos, any network, system, server, or computer hosting the Service or related Software, or use the Service for any other benchmarking or competitive purposes or attempt to create a similar service through use of the Services or related Software;

(9) use the Offering to collect or store personal data about any person or entity, including but not limited to other users of the Service, to collect or store content that may be subject to third party rights for which you have no valid license for the entire period of data processing, or content that may be prohibited for processing by mere operation of law, except as otherwise specifically permitted in the Special Terms and Conditions or Documentation and subject to any related restrictions;

(10) use the Software or access or use the Offering except as expressly set forth in these Terms; or

(11) utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by Chaos in connection with the Offering or access the Offering with any code, serial number, or other copy-or access protection device not supplied by Chaos directly or indirectly. Chaos has the right (but not the obligation) to monitor and audit Your (and Your Users') usage of the Service to verify compliance with these Terms. Any use or access other than in accordance with these Terms is unauthorized.

2.2. No access or use by others is allowed, unless specifically designated by Chaos. You are responsible for compliance with these Terms by Your Users and any other persons who may have access to the Service through You. You shall make sure that Your Users agree to these

Terms before they access and use the Service. You may not sell or offer to resell the Offering in whole or in part.

2.3. You understand that certain Services or Offerings may not be available in all locations, may require You to purchase a membership or subscription or pay additional fees and may not be available in all languages. You are responsible for administering any of Your own rules for access to Your site or Your Content/ Result by Your Users. Chaos is not responsible for enforcing any such rules.

2.4. If Chaos is made aware or believes in good faith that Your Content/ Result or conduct, or that of Your Users may:

- (1) violate these Terms (including, without limitation, any Policy or Additional Agreement),
- (2) violate any law, regulation, or rights of a third party, including, but not limited to, rights under the copyright law and prohibitions on libel, slander, and invasion of privacy,
- (3) pose a security risk to the Service or any users of the Service, or otherwise adversely impact the Service or the systems or the content of any other user, or
- (4) subject Chaos or any third party to liability,

Chaos has the right, but not the obligation, upon its free discretion to immediately disable or suspend access to Your Content/ Result and/or suspend Your access to the Offering (or take other action as may be required to comply with law) without notice to You. You acknowledge and agree that Chaos also may suspend or terminate Your access to the Offering if any information You provide to Chaos in connection with Your registration for, or use of, the Service is or becomes false, inaccurate, obsolete or incomplete. Chaos may remove any content that is posted to the Service without notice if it believes that such content exceeds Entitlement or (if the Entitlement does not specify) reasonable storage limits.

3. PREREQUISITES AND REQUIREMENTS

3.1. Internet access may be needed at all times, and creation or log into an account may be needed to use the Service. You and Your Users shall not share any user ID or passwords provided to You hereunder, and You agree not to allow anyone else to access Your account or Your site (except if expressly allowed by Chaos) or do anything else that might jeopardize the security of Your account.

3.2. You are solely responsible for arranging and paying any cost for Internet or other network access, equipment, software, services and other resources required for You to access and/or use the Service, including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any equipment and third-party software (including, without limitation, encryption and other security technology). Chaos may not be responsible for the support of Your access and will not be responsible for the reliability, security or performance of any access.

3.3. Services may NOT be available in all countries or locations now or in the future. These terms do not change any territorial restrictions applicable to Your use of any Other Chaos Product.

4. CONTENT AND RESULT

4.1. Services may allow You to upload, submit, store, send or receive Content. You retain ownership of any intellectual property rights that you hold in that Content. In short, what belongs to You, stays Yours. You shall maintain ownership of, but also responsibility for Your Content, Result and responsibility for Your conduct while using the Offering. You agree that Your Content, Result and Your (and Your Users) conduct in using the Offering will comply with all applicable laws, rules and regulations and all other parts of these Terms.

4.2.1. By creating, submitting, posting or otherwise making Your Content or Result available to Chaos and/or others, You acknowledge and agree that:

(1) You will evaluate and bear all risks associated with Your Content and Result; and

(2) under no circumstances will Chaos Parties be liable in any way for Your Content as You upload or submit it, and/or Result, including, but not limited to any errors or omissions.

Without taking away from Chaos's obligation to provide the Services as described in Your Entitlements, You are encouraged to practice effective data retention practices, to maintain copies on Your own computer or local network, to use the latest encryption and other security technology to protect Your Content and Result, and to back up and protect the security and confidentiality of Your Content and Result, as applicable to the Service. You and its Your Users may be exposed to Content and/or Result that are indecent, offensive or otherwise objectionable.

4.2.2. Chaos personnel will not access Your Content and/or Result except

(a) as part of providing, maintaining, securing or modifying Services,

(b) at Your request or with Your consent as part of addressing or preventing a service, support or technical issue, or

(c) in connection with legal obligations or proceedings in accordance with the relevant provisions hereunder.

4.2.3. Use of Your Personal Information will be as set forth hereunder and/or in the Privacy Policy. Chaos does not own Your Content or Result. You acknowledge that provision of the Service necessarily involves technical access, processing and transmission of Your Content, Result and Metrics related to use of the Service.

4.3. IF YOU CHOOSE TO SHARE YOUR CONTENT, OR RESULT, OR MAKE YOUR CONTENT OR RESULT AVAILABLE TO THIRD PARTIES OR OTHERWISE IN CONNECTION WITH THE SERVICE, YOU DO SO AT YOUR OWN RISK. Some Services may permit You to share Your Content or Result, or publish Your Content or Result to third parties, using any technically available means or tool, or to other products or services directly or indirectly through other software. You acknowledge that if You choose to share or publish Your Content or Result (whether by emailing, sharing a link, submitting to a software application for access to a service, posting in a forum or other public

areas or in shared areas available to other users You have chosen, or by any other available sharing mechanism), that anyone You have shared Your Content or Result with (including in some cases the general public) may be able to use, reproduce, manipulate, distribute, display, transmit, and communicate Your Content or Result. Sharing and submissions are non-confidential. If You do not want others to have those rights, do not use the Service to share Your Content or Result or set Your permissions accordingly. You are responsible for the administration of access to Your Content or Result by Your Users including granting and terminating access. You acknowledge that in some cases, a user You have granted access to may have the ability to copy or transfer or save Your Content or Result outside of the Service and suspending or terminating access will not delete or inhibit access to content that was earlier copied or transferred. You waive "moral" rights or other rights with respect to attribution of authorship of Your Content. Chaos Parties have no control over and shall have no liability for any damages resulting from the use or misuse by any third party of Your Content or Result that You choose to share, directly or indirectly, or any kind of a discussion or through any service or software.

4.4. When you upload, submit, store, send or receive Content to or through the Service, You give Chaos (and those working with Chaos) a worldwide license to use, host, store, reproduce, display, and the like for the express and limited purpose of operating, and improving the Service, and to develop new ones. This license continues even if You stop using the Service. Service may offer You ways to access and remove Content that has been provided to Service. Also, there might be settings that narrow the scope of Chaos use of Content submitted in Service. Our automated systems analyze the Content to provide Chaos clients personally relevant product features. This analysis occurs as the Content is sent, received, and stored.

4.5. Within thirty (30) days following the end of the term of Your Services ("Result Retrieval Period"), You may request retrieval of Your Result from the Services by Chaos. Provided You have paid all amounts due in connection with the Service, Chaos will, at Chaos's election, either (1) grant You limited access to the Service for the sole purpose of allowing You to

retrieve Your available Result or (2) make such Result otherwise available to You, each of (1) and (2) at Chaos's then-current daily professional services rates.

4.6. If You destroy or delete Your Result and/or Content from the Service, as a consequence of the Service or for a different reason, You understand Content may survive and persist in backup copies. In addition to Chaos's rights to delete Your Content upon expiration or termination of these Terms, Chaos has the right (but not the obligation) to delete Content, Result and/or inactive sites or accounts or purge related data (and all backups thereof), without further notice and without liability for deletion or failure to store such data. Chaos Parties shall have no responsibility or liability for deletion based on Your settings or actions or inactions or for any failure to delete Your Content.

4.7. Services will be provided using processes and safeguards which are designed to help maintain the security of Your Content and/or Result that are economically appropriate for the Services. Chaos from time to time may have external auditors to verify Chaos adherence to Chaos security controls applicable to certain Chaos services.

5. SERVICE LEVEL AGREEMENT, UPTIME AND AVAILABILITY

5.1. Chaos will make the Service available to You and Your Users consistent with the manner in which Chaos makes the Services generally available to users of the Service. Chaos shall provide support services via email, during regular business hours and will endeavor in good faith to respond to customer support inquiries within two (2) business days, provided that both conditions are met: You and Users have installed the most current updates of the Software and You and Users are not running a beta version of the Software, Client Software, Portal and/or the Offerings.

5.2. Any SLAs which may be available in connection with the Service will be Additional Agreements and the credits (if any) set forth in any SLA will be Your sole and exclusive remedy for Chaos' failure to meet the identified service levels. Not all Services will have SLAs. Chaos does not make any representations or guarantees related to uptime or availability of the Offering, except as specifically identified in the applicable SLA, if any.

6. THIRD PARTY MATERIALS

6.1 Services and Offerings may be accompanied, may contain or Chaos may provide from time to time other own and/or Third Party Materials, including but not limited to, software, drivers, data, documents, materials, etc. Third Party Materials may include, be subject to or provided in accordance with other terms in addition to or different from the terms set forth in these Terms. Unless such terms are included or specifically referenced, Third Party Materials are subject to these Terms. In case such terms apply You agree to comply with them.

6.2 You will take sole responsibility for acquiring and complying with any licenses that may be necessary to use or to use in a different way any Third Party Materials, software, data, documents or other materials, etc. You acknowledge and agree that Chaos has no responsibility for, and makes no representations or warranties regarding, such Third Party Materials, software, data, documents or other materials or Your use of such Third Party Materials. Chaos may at any time, for any reason, modify or discontinue the availability of any Third Party Materials.

7. PROPRIETARY RIGHTS

7.1.1. You acknowledge and agree that Chaos and its licensors own all right, title, and interest (including, without limitation, patents, copyrights, trademarks, trade secrets, and all other intellectual property rights) in and to the Service, Software, API, Materials, Metrics, Documentation, Portal, Entitlement Site, sample data sets, sample models or other sample content and any information, data or materials provided or used in connection with, or generated by, the Service (NOTE: excluding Your Content and Result).

7.1.2. You agree not take any action to jeopardize, encumber, limit, or interfere in any manner with Chaos's or its licensors' ownership and rights with respect thereto.

7.1.3. Chaos does not grant You any right to use its trademarks, trade names, or logos.

7.1.4. You have only the limited rights to use the Offering as are expressly granted to You under these Terms and no other rights are granted or conveyed, or shall be deemed to be granted conveyed, whether by implication, estoppel, or otherwise. Your access is to a service. No license to Chaos software other than to Client Software and Materials expressly for use with the authorized use of the Service is granted by these Terms.

7.1.5. Chaos will have (and You grant) a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any Feedback.

7.2. You acknowledge and agree that any API and Materials (unless otherwise specified by Chaos in additional or different terms associated with such API or Materials):

(1) are Chaos Confidential Information and proprietary to Chaos;

(2) may not be distributed, disclosed or otherwise provided to third parties;

(3) may be used only internally and only in conjunction with and for Your own authorized internal use of the Service to which the API or Materials relate, such as the development and support of services, applications, modules and components to operate on or with such Service; and

(4) may only be used on the same Computer(s) where such Services are permitted to be used.

7.3.1. There may be Client Software involved in Your use of the Services. Access to the Service may require use of one or more

(1) Software programs that are made available for download by Chaos and are designed to be installed and used on a Computer for the purposes of enabling use of the Service or

(2) Other Chaos Products. Use of all Software is subject to the relevant EULA.

7.3.2. In case of Client Software, the following terms shall apply, if there is no specific separate EULA in place: subject to the compliance of the terms and conditions of these Terms at all

times, and the payment of all fees (if any) related to Your use of the Service, Chaos hereby grants You a non-exclusive, non-transferable, non-sublicensable, limited right and license, during the Term, to:

(a) make one (1) copy of the Client Software (and that portion of the Documentation directly related to the Software) for backup purposes only (provided that all titles, trademarks, and copyright and restricted rights notices are reproduced in or on all such copies);

(b) install the Client Software solely on Computers owned or controlled by You or Your Users; and

(c) use the Client Software, in each instance solely for purposes of using the Service in accordance with these Terms in accordance with the Documentation, and solely for Your own internal business purposes.

7.3.3. Except as set forth in this section, no other right or license of any kind is granted to You with respect to the Client Software. As a clarification, all of the Restrictions applicable to the Other Chaos Product and the Offering apply to the Client Software and Your use of the Client Software is also subject to the disclaimers, limitations and the Export Laws referenced hereunder.

8. PRIVACY AND CONFIDENTIALITY

8.1.1. You acknowledge and agree that in order to acquire and use the Services, Offerings, Software and other valuable offerings that may be embodied in the Entitlement, You (and third parties acting on Your behalf) may have to provide, and Chaos (or third parties acting on behalf of Chaos) may acquire, collect, use, process, and storage Your Content and Personal Data. By accepting these terms You consent to the collection, use, processing, and storage of Your Content and Personal Data as may be further described in the then-current Privacy Policy, including cross-border transfers as may be further described in the Privacy Policy. The Privacy Policy is incorporated into these Terms by this reference.

8.1.2. Chaos is a registered data administrator (Bulgarian Personal Data Protection Act (01 Jan. 2002 and as amended from time to time)) and as such Chaos takes appropriate technical measures to protect Your Personal Data. You acknowledge and agree that You are responsible for compliance with all applicable privacy and data protection laws related to Personal Information provided to Chaos in connection with use of the Service by You or Your Users or personnel, including any applicable requirements related to notice, consent, transfer (including cross-border transfer), disclosure, and use of Personal Information in connection with the Service, including as described in the Privacy Policy. Without limiting the foregoing, You will ensure that You have obtained consents, to the extent necessary, to provide Personal Information to be transferred to, collected, stored, used and otherwise processed by Chaos and its service providers, and that any individual who accesses or uses the Service has been made aware of the Privacy Policy.

8.1.3. You acknowledge that Chaos may use third-party service providers in connection with the Services, including without limitation the use of cloud computing service providers which may transmit, maintain and store Your Content/ Result and data using third-party computers and equipment in locations around the globe. You acknowledge that any data storage functionality associated with the Services is not intended for the storage of sensitive personal information such as Social Security numbers, credit or debit card numbers, financial account numbers, driver's license numbers, medical information, health insurance information, sensitive data about personal characteristics such as race, religion, or sexual orientation, or other personal data that may pose a risk of harm to the individual if improperly disclosed. You agree not to upload or otherwise submit any sensitive personal information in connection with the Service and further agree that Chaos Parties will have no responsibility or liability with respect to any such sensitive personal information that is processed, transmitted, disclosed, or stored in connection with the Service.

8.1.4 Chaos will keep Your personal information and data for as long as necessary to fulfil the above purposes or as required by law. You may modify and correct incomplete or inaccurate data at any time by notifying Chaos of any change to dpo@chaosgroup.com.

8.2. Software, Materials and Offerings may contain technology to collect anonymous usage data, including but not limited to render times, settings and used features. Usage data will not contain any information that may be used to identify You or Your Users personally. However, such technology may inadvertently collect information which may identify you as an individual or organization, in which case the data privacy rules will apply. Usage data will be collected only after explicit authorization by You and Your Users and can be reviewed and disabled by You and Your Users at any time. Usage data in raw or aggregated form may be transmitted to third party servers over the Internet, which may be or may be not under control of Chaos. Chaos may generate and publish summary reports based on the data obtained. Such reports may be made available in machine readable format to third parties for further analysis, generally for the purpose of improving the quality of the products and the services provided by Chaos to You and Your Users, or the public.

8.2.1. You or Chaos acknowledge and agree that either party (the "Disclosing Party") may disclose to the other party (the "Recipient") certain business and/or technical information of a confidential and proprietary nature in connection with the Services. "Confidential Information" means any proprietary information, trade secret (organization, structure, object or source code of the Software, etc. any API, Materials, libraries, reference, sample code etc.) or other non-public information that Disclosing Party delivers or communicates to the Recipient or to which the Recipient otherwise gains access to under these Terms. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and any Additional Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors, service providers and agents who need such access for purposes consistent with these Terms and any Additional Agreement, and who are subject to confidentiality obligations with the Receiving Party containing protections no less stringent than those herein.

8.2.2 Confidential Information shall not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (3) is received from a third party without breach of any obligation owed to the Disclosing Party; (4) was independently developed by the Receiving Party; (5) Metrics; or (6) Feedback.

8.2.3 Confidential information may be used only internally and only in conjunction with and for Recipient's own authorized internal use agreed hereunder within the scope of these Terms and any Additional Agreement. Recipient shall maintain the confidentiality of the Disclosing Party's Confidential Information and may not disclose, distribute or otherwise provide it to third parties, except in cases where such information is required by applicable law or court order and a prompt advance notice to Disclosing party has been sent to enable the latter to seek a protective order or otherwise prevent such disclosure.

9. INDEMNIFICATION AND WARRANTIES.

9.1. You shall, at Your sole expense and to the fullest extent permitted by law, indemnify, defend (at Chaos's request), and hold harmless Chaos Parties against any and all losses, liabilities, expenses (including reasonable attorneys' fees) suffered or incurred by Chaos Parties by reason of any Claim. If requested by Chaos to defend a Claim, You will not agree to any settlement without the prior written consent of Chaos, and Chaos shall have the right to participate, at its own expense, in the defense of any Claim with counsel of its own choosing.

9.2. You acknowledge and agree that:

(1) You have the requisite rights to submit, develop and use Your Content/ Result in connection with the Service;

(2) Your Content/ Result does not infringe or misappropriate any intellectual property or proprietary right of any third party or violate any applicable laws, rules or regulations;

(3) Your Content/ Result is not subject to any restriction on disclosure, transfer, download, export or re-export under any applicable law, rule or regulation; and

(4) any information You provide in connection with Your registration for, or use of, the Service is and shall remain true, accurate, and complete, and that You will maintain and update such information regularly.

10. DISCLAIMER OF WARRANTIES. LIMITATION OF LIABILITIES. OTHERS

10.1. NOTWITHSTANDING ANY WARRANTY APPLICABLE TO THE SOFTWARE IN THE EULA, THE OFFERING IS PROVIDED "AS IS" AND "AS AVAILABLE." CHAOS PARTIES MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE OFFERING, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. YOUR USE OF THE OFFERING IS AT YOUR OWN DISCRETION AND RISK. CHAOS PARTIES DO NOT WARRANT THAT ANY USE OF OR ACCESS TO THE OFFERING WILL BE ERROR-FREE, COMPLETE, SECURE OR THE CONTENT/ RESULT WILL NOT BE OTHERWISE LOST OR DAMAGED OR MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT OPERATION OR AVAILABILITY WILL BE UNINTERRUPTED; OR THAT ERRORS OR FAILURES WILL BE CORRECTED OR REMEDIED. CHAOS PARTIES DO NOT WARRANT THAT THE OFFERING WILL PERFORM IN ANY PARTICULAR MANNER. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR (AND CHAOS PARTIES ASSUME NO RESPONSIBILITY AND WILL HAVE NO LIABILITY OF ANY KIND FOR) (1) THE DECISIONS THAT YOU MAY MAKE REGARDING THE OFFERING; (2) USE OF THE OFFERING INCLUDING ANY CONTENT, RESULT, DATA, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU IN CONNECTION WITH THE OFFERING INCLUDING, WITHOUT LIMITATION, IMPACT TO YOUR COMPUTER SYSTEM OR LOSS OF DATA; OR (3) ANY EFFECTS ON YOUR BUSINESS THAT MAY RESULT FROM SUCH USE. CHAOS PARTIES MAKE NO WARRANTIES TO ANY THIRD PARTY. CHAOS PARTIES DO NOT REPRESENT OR WARRANT THAT THE OFFERING IS OR WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION. This Section will be enforceable to the maximum extent

allowed by applicable law. No information or advice (whether written, oral or otherwise) provided by Chaos Parties or their representatives will create any warranty or in any way affect the disclaimers of warranty or limitations of liability expressly provided in these Terms.

10.2. THE OFFERING IS NOT A SUBSTITUTE FOR YOUR OWN JUDGMENT (INCLUDING PROFESSIONAL JUDGMENT) OR INDEPENDENT TESTING, DESIGN, ESTIMATION OR ANALYSIS, AS APPLICABLE. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE OFFERING, THE OFFERING HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED AND MAY NOT ACHIEVE THE RESULTS YOU DESIRE. WITHOUT LIMITATION OF SECTION "CONTENT AND RESULT" OR DISCLAIMERS, CHAOS PARTIES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY RESULTS OR OUTPUT OBTAINED OR OTHERWISE VIEWED THROUGH THE OFFERING OR ANY MATERIALS DEVELOPED BY YOU IN CONNECTION WITH THE OFFERING. YOU ARE RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF USE OF THE OFFERING. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERING AND THE SELECTION OF THE OFFERING AND OTHER PROGRAMS TO ACHIEVE YOUR INTENDED RESULTS. YOU ARE ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY, ACCURACY AND COMPLETENESS OF SERVICE RESULTS, OUTPUT OR MATERIALS DEVELOPED BY YOU IN CONNECTION WITH THE OFFERING (IF ANY), INCLUDING ALL ITEMS VIEWED OR DESIGNED USING THE OFFERING. THERE ARE NO SERVICE LEVEL AGREEMENTS MADE IN CONNECTION WITH THE OFFERING EXCEPT AS MAY BE EXPRESSLY REFERENCED IN THE ENTITLEMENTS.

10.3. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, (1) IN NO EVENT WILL CHAOS PARTIES BE LIABLE HEREUNDER FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER DAMAGES OF LIKE KIND WHATSOEVER (HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, OR ANY OTHER SIMILAR COMMERCIAL OR

ECONOMIC LOSS OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, NOR WILL ANY OF THE FOREGOING PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER RESULTING FROM A FORCE MAJEURE OR AN ACT OF A THIRD PARTY OR OF NO FAULT ON ITS BEHALF; AND (2) THE TOTAL CUMULATIVE COLLECTIVE LIABILITY OF CHAOS PARTIES FOR ALL COSTS, LOSSES OR DAMAGES FROM ALL CLAIMS, ACTIONS OR SUITS HOWEVER CAUSED OR ARISING FROM OR IN RELATION TO THE OFFERING SHALL NOT EXCEED (a) ALL AMOUNTS PAID OR DUE FROM YOU FOR ACCESS TO THE OFFERING GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM (NO MATTER WHEN PAYMENTS WERE ACTUALLY MADE), OR (b) ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

10.4. The parties agree that releases, waivers, warranty disclaimers, limitations of liability and indemnities in these Terms are a fundamental basis of the bargain between You and Chaos, and are a material part of the consideration received by Chaos for the provision of the Offering under these Terms, and Chaos would not have entered into these Terms and provided the Offering in the absence of such releases, waivers, warranty disclaimers, limitations of liability and indemnities.

11. TERM AND TERMINATION

11.1. These Terms shall become effective on the date You first agree to these Terms.

11.2. The term of the Agreement ("Term") shall extend from the Effective Date until this Agreement is terminated or expires. If the Service or the Term is renewed or extended, it will be under the then-current Terms. You acknowledge that Your commitments with respect to the Services are not contingent on delivery of future service features or functionality (or oral or written statements about future features or functionality).

11.3. Unless earlier terminated in accordance with this Section, these Terms shall automatically terminate on the first to occur of (1) the date or end of the term of the Service identified in Your Entitlements, (2) the expiration or termination of an Additional Agreement, (3) the removal of the Service from the Other Chaos Product or Your Entitlements, or (4) the discontinuation of the Service by Chaos.

11.4. You may terminate these Terms at any time, with or without cause, effective upon notice of termination provided that (except in the termination as a result of a modification of these Terms) under no circumstances will You be entitled to refund for any fees paid or credit against fees due in connection with the Service.

11.5. Each of Chaos or You may terminate these Terms, if the other party is in breach of the Terms and fails to cure such breach within ten (10) days after written notice of the breach.

11.6. In addition, Chaos may, as an alternative to termination, suspend the Service and Your access to the Offering, and/or other Chaos obligations or Your rights under these Terms, if You fail to make a payment to Chaos or a distributor or reseller authorized directly or indirectly by Chaos or otherwise fail to comply with the provisions of these Terms or Additional Agreements relating to any such Service.

11.7. Chaos may also terminate this Agreement if You become subject to bankruptcy proceedings, become insolvent, or make an arrangement with Your creditors. These Terms will terminate automatically without further notice or action by Chaos if You go into liquidation.

11.8. Chaos may terminate or modify this Agreement if the continued provision of the Services to You or Your users is prohibited by applicable law or as otherwise required by applicable law.

11.9.1. Chaos may modify and adjust the Services and Terms at any time by giving you notice to comply with the changed conditions or terminate every affected portion thereof, or all of them. Chaos reserves the right, from time to time in its sole discretion, to:

(1) modify or release subsequent versions of the Service,

(2) impose license keys, authorizations, or other means of controlling access to the Service,
and

(3) change or discontinue the Service or the products, functionality or services comprising the Service, limit the availability of a Service to any geographic area or language at any time.

11.9.2. Upon its discretion, Chaos may, at any time, adjust any fees for any Service/ Offering, with or without notice to You. Generally, fee adjustment will affect Your Entitlement as from any new purchase, made after the effective date of the fee adjustment, and will, typically, not have retroactive effect.

11.10. You acknowledge and agree that Chaos may at any time make feature or functionality updates to the Service. Chaos will endeavor to inform You of major changes to the Service (including the Entitlements applicable to a Offering). Chaos will provide You ninety (90) days advance notice if Chaos discontinues the Service in its entirety.

11.11. In case Chaos makes a material modification to these Terms, Chaos will provide notice to You. 11.12. Notice will be provided:

(i) via email to Your or User's registered email address, or

(ii) via notice in the administrator site or account of Your site or account, or

(iii) via any other manner deemed reasonable by Chaos which involves specific notification to You (including, for example, by in-service notification functionality).

11.13. Notwithstanding the forgoing, modifications to the Privacy Policy will be handled as described in the Privacy Policy.

11.14.1. Except as may be otherwise expressly set forth in the Membership Terms, if a modification to the Entitlements or these Terms has a material adverse effect on You and You do not agree to the modification, You must notify Chaos of the same by email within thirty (30) days after Chaos's notice of the modification. Such notification shall be considered a termination by You pursuant to these Terms.

11.14.2.If You so notify Chaos, Your use and access to the Service will (even if you click to agree or acknowledge the modified Terms) remain governed by the Terms in effect immediately before the change (except to the extent modifications were made to comply with applicable law) until (x) the end of the then-current term identified in Your Entitlements, or (y) sixty (60) days after Chaos's notice of the modification, whichever is earlier.

11.14.3.In the event of such termination by You, Chaos (or the applicable third party) will refund the prorated portion of any prepaid fees, if any, applicable to the remaining term after the effective date of termination. Such date will be the end of the Term of Your Services.

11.15.For all Free Services, (a) these Terms may be terminated at any time by Chaos or by You, with or without cause, effective upon notice of termination; and (b) if no expiration date or end of term is identified in the Entitlements, and neither of the events described in (2), (3) or (4) above has first occurred, then these Terms shall terminate on the first anniversary of the Effective Date. Without limitation of anything in this paragraph, for all Offerings accessed as part of Subscription or Membership, these Terms and Your access to the Services will terminate when Your Subscription or Membership (and the applicable Subscription or Membership Terms) terminates or expires.

11.16.Upon any termination of these Terms for any reason, You and Your Users must immediately cease using the Service. Termination of these Terms does not affect, or give You any right to terminate, any Additional Agreement. Sections which by their nature should survive termination, will automatically survive termination of these Terms for any reason. It is Your responsibility to retain copies of Your Content/ Result. Upon termination Chaos shall have the right to immediately deactivate Your account(s) and suspend access to Your Content/ Result and, following the Result Retrieval Period, may delete, without notice, Your Content/ Result, if any, and all backups thereof, and Chaos Parties shall not be liable for any loss or damage which may be incurred by You or any third parties as a result of such deletion.

12. MISCELLANEOUS

12.1. These Terms, including the formation, interpretation, breach or termination thereof, will be governed by and construed in accordance with the laws of (a) Germany if You reside in a country outside the United States of America; or (b) the State of New York, USA, (and, to the extent controlling, the federal laws of the United States) if You reside in the USA, without regard to its conflict of law rules and principles. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to (and are excluded from the laws governing) these Terms.

12.2. The parties shall each use commercially reasonable efforts to settle any dispute, controversy or claim arising out of or relating to these Terms. If no solution is achieved within sixty (60) days of a party's written notice of a dispute, You agree that any claim, action or dispute arising under or relating to these Terms (including, without limitation, the Special Terms and Conditions), whether arising in contract, tort, equity or otherwise, will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts for resolution to: (i) the courts of general jurisdiction of New York, New York, USA, in the case of subsection (b) above, or (ii) in the case of subsection (a) above any such claim or dispute will be brought exclusively in (and the parties will be subject to the exclusive jurisdiction of) the courts located in Düsseldorf, Germany. Chaos may also choose the competent court at Your (i) residence, (ii) place of business or (iii) registered office for any action arising hereunder. The right of either Party to claim injunctive relief before the courts competent under the applicable laws remains unaffected. The Parties waive any other venue to which either Party might be entitled by domicile or otherwise. Nothing in the foregoing will prevent Chaos from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur. You will be considered to have subscribed to a Service based on the governing law agreed hereunder, regardless of where the Service is delivered or accessed. The prevailing party in any action to enforce these Terms will be entitled to fully recover its attorneys' fees and costs in connection with such action.

12.3. In the event any of the terms of these Terms are declared void because it conflicts with the applicable law, the rest of the terms and the Terms as a whole will remain in full effect. Such invalid term will be superseded by the mandatory provisions of the governing law.

12.4. You acknowledge and agree that Chaos may assign or sub-contract any of its rights or obligations under these Terms.

12.5. A person who is not a party to these Terms (including any User) may not enforce any of the terms in these Terms as against a party hereto.

12.6. You acknowledge and agree that Your use of the Offering may be subject to compliance with the EU, the United States, and/or other applicable country export control and trade sanctions laws, rules and regulations, including, without limitations the regulations promulgated by the U.S. Department of Commerce and the U.S. Department of the Treasury ("Export Control Laws"). You shall be solely responsible for complying with the Export Control Laws and monitoring any modifications to them. You represent and warrant that (1) You are not a citizen of, or located within, a nation that is subject to U.S. trade sanctions or other significant trade restrictions (including, without limitation, Cuba, Iran, Sudan, Syria and North Korea); (2) You are not identified on any U.S. government restricted party lists (including, without limitation, the U.S. Treasury Department's List of Specially Designated Nationals and Other Blocked Persons, the U.S. Department of Commerce's Denied Party List, Entity List and Unverified List and the U.S. Department of State's proliferation-related lists); (3) You will not, unless otherwise authorized under the Export Control Laws, use the Offering in any restricted end use, including, without limitation, design, analysis, simulation, estimation, testing, or other activities related to nuclear, chemical/biological weapons, rocket systems or unmanned air vehicles applications; and (4) that no part of Your Content/ Result is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control Laws. You agree that You will not use the Offering to disclose, transfer, download, export or re-export, directly or indirectly, Your Content/ Result, Third Party Materials or any other content or material to any country, entity or other party which is ineligible to receive such items under the Export Control Laws or under other laws or regulations to which You may be subject.

12.7. The parties to these Terms contract as independent contractors and, except as expressly provided to the contrary, nothing in these Terms shall be construed as a relationship of agency, partnership or joint venture. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other party, its agents or employees. Neither party is authorized to incur debts or other obligations or liabilities of any kind on behalf of the other except as expressly authorized in writing.

12.8. No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach

12.9. Notices in connection with these Terms by You will be in writing and will be sent by electronic mail to contacts@chaosgroup.com, postal service, or a delivery service (such as UPS, FedEx or DHL), except that You may not provide notice to Chaos of an Chaos breach by electronic mail. Notices from Chaos to You will be effective (1) in the case of notices by email or website posting, one (1) day after sending to the email address provided to Chaos or posting on the applicable web site, or (2) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Chaos. You hereby consent to service of process being effected on You by registered mail sent to the address set forth on Your Order Form (or, if no Order Form has been provided, Your last address known by Chaos) if so permitted by applicable law. Notices from You to Chaos will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Chaos), or (b) in the case of notices by mail or delivery service, when received by Chaos at their then-current headquarter address as indicated on their Portal. If You have a Subscription or Membership, either party may also provide notice as set forth in the Subscription or Membership Terms.

12.10. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors,

riots, terrorism or terrorist acts, war, failure or interruption of the Internet or third party Internet connection(s) or infrastructure, power failures, acts of civil and military authorities and severe weather. Such party will give the other party prompt written notice (when possible) of the failure to perform and use its reasonable efforts to limit the resulting delay in its performance.

12.11. These Terms (including, without limitation, the Additional Agreements and Policies) contain the entire agreement between You and Chaos with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Chaos with respect to the Offering. In the event of a conflict or inconsistency between these Terms and any Additional Agreement or Policy, these Terms will control, except (1) that the Entitlements and Special Terms and Conditions will control over these Terms and (2) an Additional Agreement will control to the extent that it expressly overrides these Service Terms with respect to the Service.

12.12. Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

You can access a copy of these terms on the Chaos website or any successor or supplemental web page of Chaos.

(version 1.2023)

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